

# APPENDIX UNE REMAND

## 1. INTRODUCTION

- 1.1 This Appendix, UNE Remand, sets forth the terms and conditions pursuant to which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish CLEC with NID, LOOP, Sub-Loops, Packet Switching, Dark Fiber and Reconfiguration. CLECs seeking to provide local exchange service to End Users through use of multiple SBC-13STATE UNEs are responsible for performing the

functions necessary to combine the Unbundled Network Elements it requests from **SBC-13STATE**. CLEC's shall not combine Unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to Interconnect with **SBC-13STATE**'s network. **SBC-13STATE** has no obligation under the Act to combine UNEs

- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 The terms and conditions for the Unbundled Network Elements contained herein shall supercede any conflicting terms and conditions contained within the CLEC's Interconnection Agreement. The CLEC's underlying contract must contain all the necessary Unbundled Network Elements to make the Unbundled Network Elements in this appendix functional. If the CLEC's agreement does not contain the necessary terms the parties agree to meet and negotiate said terms. Until an agreement with the required Unbundled Network Elements is reached; the effected Unbundled Elements contained in this appendix cannot be ordered and implemented.
- 1.4 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 The prices at which **SBC-13STATE** agrees to provide CLEC with Unbundled Network Elements (UNE) are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.
- 1.6 **SBC-13STATE** has no obligation to provide access to any network element, or to provide terms and conditions associated with any network element, other than expressly set forth in this Agreement.
- 1.7 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

- 1.8 SNET -As used herein, SNET means the applicable above listed ILEC doing business in Connecticut.

## 2. NETWORK INTERFACE DEVICE

- 2.1 The Network Interface Device (NID) unbundled network element is defined as any means of interconnection of End User customer premises wiring to SBC-13STATE's distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, SBC-13STATE offers nondiscriminatory access to the NID on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service. CLEC access to the NID is offered as specified below (SBC-12STATE) or by tariff (SNET).

## 3. LOCAL LOOP

- 3.1 Pursuant to applicable FCC rules, a local loop unbundled network element is a dedicated transmission facility between a distribution frame (or its equivalent) in a SBC-13STATE Central Office and the loop demarcation point at an End User premises. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by SBC13-STATE. The local loop network element includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop network element includes, but is not limited to DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law, and where such loops are deployed in SBC-13STATE wire centers. CLEC agrees to operate each loop type within the technical descriptions and parameters accepted within the industry.
- 3.2 The following types of local loop unbundled network elements will be provided at the rates, terms, and conditions set out in this Appendix (SBC-12STATE) or by tariff (SNET) and in the state specific Appendix Pricing (SBC-12STATE) or by tariff (SNET):

### 3.2.1 DS3 Digital Loop

- 3.2.1.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the SBC-13STATE Central Office to the end user premises.

- 3.3 Unbundled DS1 and DS3 loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket

No. 96-98 (“In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996”), including but not limited to the requirement that significant local exchange traffic, in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with SBC-13STATE’s processes implementing the Supplemental Order.

#### 4. SUB-LOOP ELEMENTS

4.1 SBC-12STATE will provide sub-loop elements as unbundled network elements as set forth in this Appendix. Other than as specifically set out elsewhere in this agreement, SNET does not offer Subloop elements under this agreement. Rather, Subloop elements are available as described in Section 18 of the Connecticut Service Tariff.

4.1.1 A sub-loop unbundled network element is an existing spare portion of the loop that can be accessed at accessible terminals. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within including any technically feasible point near the customer premises, such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises, the feeder distribution interface (FDI), where the trunk line, or “feeder” leading back to the central office and the “distribution” plant branching out to the subscribers meet, the Main Distributing Frame (MDF), the Remote Terminal (RT), the Serving Area Interface (SAI), and Terminal (underground or aerial).

4.1.2 CLEC may request access to the following sub-loop segments:

##### FROM:

1. Main Distributing Frame
2. Main Distributing Frame
3. Main Distributing Frame
4. Remote Terminal
5. Remote Terminal
6. Remote Terminal
7. Serving Area Interface or  
Feeder Distribution Interface

##### TO:

- Remote Terminal
- Serving Area Interface or  
Feeder Distribution Interface
- Terminal
- Serving Area Interface or  
Feeder Distribution Interface
- Terminal
- Network Interface Device
- Terminal

- |                                       |                          |
|---------------------------------------|--------------------------|
| 8. Serving Area Interface or          |                          |
| Feeder Distribution Interface         | Network Interface Device |
| 9. Terminal                           | Network Interface Device |
| 10. NID                               | Stand Alone              |
| 11. *SPOI (Single Point of Interface) | Stand Alone              |

\* Provided using the BFR Process. In addition, if a CLEC requests an Interconnection Point which has not been identified, the CLEC will need to submit a BFR.

- 4.2 The space available for collocating and interconnecting at various sub-loop access points will vary depending on the existing plant at a particular location. Prior to ordering sub-loop facilities, CLEC will establish Collocation and/or the sub-loop interconnection arrangement(s) necessary to interconnect to the **SBC-12STATE** sub-loop network. When CLEC submits a request to provide information on sub-loop(s) availability, appropriate rates for the engineering and other associated costs performed will be charged. Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific sub-loop circuit(s). The assignment of sub-loop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering sub-loop facilities. Spare sub-loop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a “first come first serve” basis. Sub-loop inquiries do not serve to reserve sub-loop(s).
- 4.3 Several options exist for Collocation or sub-loop interconnection arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis. Should additional rights of way be required to accommodate CLEC's access to sub-loop request, CLEC will be responsible for obtaining such rights of way prior to submitting the ASR. Also, prior to submitting the ASR the CLEC will have the “Collocation” and “Poles, Conduit, and Row” appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement sub-loops.
- 4.4 Sub-loops are provided “as is” unless CLEC requests loop conditioning on xDSL Sub-loops for the purpose of offering advanced services. xDSL sub-loop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.

- 4.5 Sub-loops are not available for combination by SBC-12STATE with any Unbundled Network Elements or service.
- 4.6 The Parties acknowledge that by separating feeder plant from distribution plant, the ability to perform mechanized testing and monitoring of the sub-loop from the SBC-12STATE switch will be lost.
- 4.7 Access to sub-loop will include two-wire and four-wire analog voice-grade sub-loops, two-wire and four-wire DSL sub-loops, two-wire digital (ISDN) sub-loops, four-wire DS1 sub-loops, and DS3 sub-loops. Each of the listed sub-loops will be similar to the related existing unbundled loop product offering. Access to the sub-loop unbundled network elements will be provided at TELRIC based prices. Said prices will be provided by SBC-12STATE in writing to CLEC as soon as possible, but in any event by May 17, 2000, or within 30 days after approval of this Agreement, whichever is later. CLEC will advise SBC-12STATE within 10 days of receipt whether prices are acceptable. If some or all rates are acceptable to CLEC, the Parties will immediately amend the Pricing Appendix to reflect such prices as are acceptable. The Parties will meet within 30 days of receipt of the prices by CLEC to negotiate regarding any price that is unacceptable to CLEC. If the Parties are unable to reach agreement on all prices within 30 days of the beginning of negotiations on the prices, either Party may file with the Public Utility Commission requesting a determination of the appropriate TELRIC based pricing. Any determination by the Public Utility Commission on the appropriate price will be applied retroactively and subject to true-up.
- 4.8 Unbundled DS1 and DS3 sub-loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 (“In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996”), including but not limited to the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with processes implementing the Supplemental Order.

## 5. PACKET SWITCHING

- 5.1 SBC-13STATE will provide CLEC unbundled packet switching if all of the following conditions are satisfied:

- 5.1.1 **SBC-13STATE** has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
- 5.1.2 There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer;
- 5.1.3 **SBC-13STATE** has not permitted a requesting carrier to deploy a Digital Subscriber Line Access Multiplexer (DSLAM) at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR §51.319(b); and
- 5.1.4 **SBC-13STATE** has deployed packet switching capability for its own use.

## 6. UNBUNDLED LOCAL SWITCHING

6.1 Upon not less than sixty (60) days' written notice to CLEC, **SBC-13STATE** may elect to discontinue providing Unbundled Local Switching or to provide Unbundled Local Switching at market prices within any territory (each an "exception Territory") with respect to which **SBC-13STATE** can demonstrate that, as of the date on which CLEC receives notice (the "Exception Notice Date"), **SBC-13STATE** has satisfied each of the following conditions.

- a) A territory shall constitute an "Exception Territory" if it constitutes the service area of **SBC-13STATE** offices that both are assigned to density zone 1 and are located within one of the Top 50 MSAs. The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 ("UNE Remand Order"); and

- b) In the Exception Territory where SBC-13STATE elects to offer the Enhanced Extended Loop (EEL) required by the UNE Remand Order, the EEL will be available to the CLEC in the Exception Territory at forward looking, cost-based prices as specified in Appendix Pricing. SBC-13STATE may only exercise its rights to discontinue or market-price Unbundled Local Switching under this Section for CLEC customer accounts involving four or more lines.
- 6.2 In determining whether SBC-13STATE may exercise its rights under this Section in any particular case, the CLEC shall be obligated to disclose customer account detail similar to customer service records that SBC-13STATE provides to the CLEC through pre-ordering process.
- 6.3 Nothing in this Section 6 shall preclude CLEC from using its own facilities, resold services, or any other facilities, services or serving arrangements to provide additional services to an End-User customer account with respect to which SBC-13STATE may exercise its rights under this Section.

## 7. UNBUNDLED DEDICATED TRANSPORT:

- 7.1 SBC-12STATE will provide Dedicated Transport as a point to point circuit dedicated to the CLEC at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps), and OC48 (2488.32 Mbps). SBC-12STATE will provide higher speeds to CLEC as they are deployed in the SBC-12STATE network.

## 8. DARK FIBER

- 8.1 In SBC-12STATE Dark fiber is deployed, unlit fiber optic cable that connects two points within the incumbent LEC's network. Dark fiber is fiber that has not been activated through connection to the electronics that "light it", and thereby render it capable of carrying communications services. Other than as specifically set out elsewhere in this agreement, SNET does not offer Dark Fiber under this agreement. Rather, Dark Fiber is available as described in Section 18.2.1E of the Connecticut Service Tariff.
- 8.1.1 Dark Fiber is fiber that is spliced in all segments from end to end and would provide continuity or "light" end to end. CLEC may only subscribe to dark fiber that is considered "spare," as defined in Sections 8.4.1 and 8.5.1, below.



## 8.2 Interoffice Dark Fiber

- 8.2.1 SBC-12STATE will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element. Interoffice dark fiber is between two different SBC-12STATE Central Offices (CO's) and terminates on a fiber distribution frame, or equivalent, in the CO. SBC-12STATE will offer its dark fiber to CLEC when CLEC has collocation space in each SBC-12STATE CO where the fibers terminate.

## 8.3 Loop Fiber

- 8.3.1 SBC-12STATE will provide loop dark fiber as an unbundled network element. Loop dark fiber is a segment between a serving SBC-12STATE central office and an end user customer premise.

- 8.3.2 SBC-12STATE will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber is a segment between:

8.3.2.1 the serving SBC-12STATE central office and a remote terminal/CEV/Hut; or

8.3.2.2 a remote terminal/CEV/Hut and an end user customer premise.

- 8.3.3 At CO's the dark fiber terminates on a fiber distribution frame, or equivalent, in the CO.

- 8.3.4 At remote terminals, CEVs and Huts, CLEC access to the dark fiber will be provided via the network demarcation point at the end user customer premises and via a fiber distribution frame at the remote terminal/CEV/Hut.

## 8.4 Spare Fiber Inventory Availability and Condition

- 8.4.1 All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for SBC-12STATE's forecasted growth, defective fibers, or fibers subscribed to by other carriers. CLEC will not request any more than 25% of the spare dark fiber contained in the requested segment.

## 8.5 Determining Spare Fibers:

- 8.5.1 SBC-12STATE will inventory and track spare dark fibers. Spare fibers do not include the following:

8.5.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working pair. Spare maintenance fibers are assigned as follows:

- ?? Cables with 24 fibers and less: two maintenance spare fibers
- ?? Cables with 36 and 48 fibers: four maintenance spare fibers
- ?? Cables with 72 and 96 fibers: eight maintenance spare fibers
- ?? Cables with 144 fibers: twelve maintenance spare fibers
- ?? Cables with 216 fibers: 18 maintenance spares
- ?? Cables with 288 fibers: 24 maintenance spares
- ?? Cables with 432 fibers: 36 maintenance spares
- ?? Cables with 864 fibers: 72 maintenance spares.

8.5.1.2 Defective fibers

8.5.1.3 **SBC-12STATE** growth fibers. Fibers documented as reserved by **SBC-12STATE** for utilization for growth within the 12 month-period following the carrier's request.

8.5.2 The appropriate **SBC-12STATE** engineering organization will maintain records on each fiber optic cable for which CLECs request dark fiber.

8.5.3 Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to CLEC for use under this Agreement.

## 8.6 Quantities and Time Frames for ordering Dark Fiber:

8.6.1 The minimum number of fiber strands that CLEC can order is two, and fiber strands must be ordered in multiples of two. The maximum number of fiber strands that CLEC can order is no greater than 25% of the spare facilities in the segment requested. (See definition of spare facilities set forth in Sections 8.4.1 and 8.5.1 above.)

8.6.2 If CLEC wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.

8.6.2.1 If spare dark fiber is available, as determined under this Agreement, **SBC-12STATE** will notify CLEC and CLEC

may place an Access Service Request (ASR) for the dark fiber. SBC-12STATE will respond to a dark fiber facilities inquiry from CLEC as to the availability of a particular segment or segments within ten (10) business days from receipt of valid inquiry request.

- 8.6.3 Dark fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When CLEC submits the ASR, the ASR will be processed and the dark fiber facilities assigned for the charges which will be established as set forth in paragraph 8.6.2

## 8.7 Right of Revocation of Access to Dark Fiber

- 8.7.1 Should CLEC not utilize the fiber strands subscribed to within the 12-month period following the date SBC-12STATE provided the fibers, SBC-12STATE may revoke CLEC's access to the dark fiber and recover those fiber facilities and return them to SBC-12STATE inventory.
- 8.7.2 SBC-12STATE may revoke CLEC's right to use the dark fiber, whether or not being utilized by CLEC upon twelve (12) months' written notice to CLEC. To exercise this right of revocation, SBC-12STATE must demonstrate to CLEC that the dark fiber will be needed to meet SBC-12STATE's bandwidth requirements within the 12 months following the revocation.

## 8.8 Access Methods specific to Dark Fiber

- 8.8.1 The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an SBC-12STATE approved splitter shelf. This arrangement allows for non-intrusive testing.

## 8.9 Installation and Maintenance for Dark Fiber

- 8.9.1 SBC-12STATE will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC equipment.

## 9. RECONFIGURATION

- 9.1 SBC-13STATE will reconfigure existing qualifying special access services terminating at a Collocation Arrangement to combinations of unbundled loop and transport upon terms and conditions consistent with the Supplemental

Order released by the FCC on November 24, 1999 *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) and with **SBC-13STATE**'s processes to implement that Order, as set forth on the CLEC website.

**10. OSS: LOOP MAKE-UP INFORMATION AND ORDERING – HFPL**

- 10.1 **General:** **SBC-13STATE** will provide CLEC with nondiscriminatory access to the same loop make-up information that SWBT is providing any other CLEC and/or SWBT or its advanced services affiliate and as set forth in **SBC-13STATE**'s Advanced Plan of Record filed December 7, 1999 as amended from time to time. Pending implementation of **SBC-13STATE**'s Advanced Service Plan of Record, loop make-up data will be provided as set forth below.
- 10.2 **Loop Pre-Qualification:** Subject to 11.1 above, **SBC-13STATE**'s pre-qualification will provide a near real time response to CLEC queries. Until replaced with OSS access as provided in 9.1, **SBC-13STATE** will provide mechanized access to a loop length indicator via Verigate and DataGate. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC and is available at no charge.
- 10.3 **Loop Qualification:** Subject to 11.1 above, **SBC-13STATE** will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as **SBC-13STATE**'s retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop make-up information, subject to the following:
- 10.3.1 For loops ordered under 12,000 feet in length, **SBC-13STATE** will provide a process that does not require loop qualification. If load coils, repeaters or excessive bridged tap are present on a loop under 12,000 feet in length, conditioning to remove these elements will be performed at no charge.
- 10.3.2 If a CLEC elects to have **SBC-13STATE** provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to SWBT's affiliate, whichever is less.
- 10.3.3 If the results of the loop qualification indicate that conditioning is available, CLEC may request that **SBC-13STATE** perform conditioning at charges set forth in Section 9.0 of this Attachment. The CLEC may order the loop without conditioning or with partial conditioning if desired.
- 10.3.4 For HFPL, if CLEC's requested conditioning will degrade the customer's analog voice service, **SBC-13STATE** is not required to condition the loop.

However, should SWBT refuse the CLEC's request to condition a loop, **SBC-13STATE** will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.

- 10.3.5 Electronic access to loop makeup data through OSS enhancements described in 11.1 above will return information in all fields described in the Plan of Record where information is contained in **SBC-13STATE**'s electronic databases. If manual loop qualification is requested, loop makeup data should include the following: (a) the actual loop length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps, load coils, and repeaters; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. If a detailed manual loop qualification is requested, loop makeup data should include all of the fields described in the Plan of Record including those described above for manual loop qualification.

## **11. RESERVATION OF RIGHTS**

- 11.1 **SBC-13STATE**'s provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). The Parties acknowledge and agree that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), ("the UNE Remand Order"), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement to conform such Agreement to the UNE Remand Order within the time frames specified in such Order, neither Party waives any of its rights to seek legal review or a stay pending appeal of the Order. In addition, both Parties reserve the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. UNEs described in this Agreement or any Amendment to this Agreement that are provided in accordance with the UNE Remand Order will be provided in accordance with the effective dates set forth in the Order (i.e. February 17, 2000 or May 17, 2000, as applicable). In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth

in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement. In addition, the Parties agree that in the event the UNE Remand Order is stayed pending appeal, neither Party shall be obligated to implement the terms of such Order until such time as the stay is lifted.

## **12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

- 12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.